

**SPECIAL COMMITTEE ON RIVERFRONT ACTIVITIES
AND BASEBALL
(Continuation of April 5, 2004 Meeting)**

April 13, 2004

5:15 PM

Chairman Lopez called the meeting back to order.

The Clerk called the roll.

Present: Lopez, Gatsas, Guinta (late), DeVries, Smith

Messrs: Robert Brooks, Frank Thomas, Randy Sherman, Kevin Clougherty,
Bill Jabjiniak, Steve Tellier, Bob MacKenzie, Tom Clark

Chairman Lopez addressed Item 3 of the agenda:

Updates regarding Gill Stadium and new stadium.

Robert Brooks, Parsons/Brinckerhoff, stated regard to the new stadium we identified last week that we have a new contractor, Payton Construction, and I gave a presentation of the concept of the ballpark. Continuing on that light, this past Thursday we had contractors open house of which over 200 notices were sent out to various contractors in New Hampshire. Payton is familiar with contractors in New Hampshire having done numerous projects in New Hampshire. It was a very successful open house with between 30 and 40 new contractors showed up. They had the opportunity to take a look at the initial preliminary site plans and the design development plans that the architects recently submitted. That was held between 2:00 and 5:00PM this past Thursday. We have all of our permits in place. We are meeting with the DES tomorrow, we have a memorandum, that basically identifies that we are proposing to use helical piles rather than the H piles, or a combination of helical and H, that indicates that the helical piles are equal to or better than the H pile construction in regard to disturbing subsurface soil conditions. That was one of the concerns of DES earlier on when we were proposing pile driving. This method is equal to or safer than the H pile construction and we'll be discussing that with DES tomorrow. The letter was submitted by Haley and Aldrich to DES via email and we expect no problem at all with that. We have schedule a bus trip to Brockton and that trip is on Friday, April 23rd, leaving City Hall at 9:30AM. Bill Jabjiniak is coordinating that, notices will be sent out to various City officials. The schedule is to drive to

Brockton, tour the facility for about an hour, after the tour of the facility there will be a luncheon where there will be a presentation giving sort of the history of the construction of the facility. We hope to have various City officials there. The Mayor of Brockton; he is scheduled to be in Boston that day. He's hoping that maybe, as time goes on he'll be able to reschedule and be at the meeting. He has talked to Mayor Baines. The two have talked about the ballpark, about the construction, about the schedule, they've had some very good discussions and from what I understand Mayor Baines is very happy with what he has heard from the Mayor of Brockton, Massachusetts. So that is underway; that is scheduled. The schedule of the ballpark itself...right now we're basically working on the new ballpark. We have staff down in Houston at the steel fabricator. Last week we actually purchased steel in order to set a price, because the price of steel has been escalating. We have representatives from Payton, from HNTB in Houston this week finalizing the details of the steel construction and fabrication down there. So we actually are underway although you don't see anything out on the site. We hope to have some activity out of the site around the 1st of May. Right now we're finalizing negotiations with PSNH on the relocations of the power lines and we've had discussions with them every day and I was informed just before the meeting tonight that we've had very, very positive discussions with Eric Chinburg and MDB, Frank Conabano, and hopefully and very positively we expect everything to be concluded with PSNH sometime next week. Last week after presenting the GMP questions arose as to our budget. Basically the \$27.5 million plus the \$1 million donation from Drew Webber. What I've done is prepared for a handout this evening a breakdown of that budget so you can see where the money has been projected to be disbursed to.

Mr. Brooks continued the first element is what is the budget. The budget is basically the bond of \$27.5 million, the interest from that bond that will be incurred in that's an estimated number, and we've estimated that at approximately \$160,000 and then the Drew Webber donation of \$1 million. So basically you're dealing with a total budget of \$28.660, so then we breakdown now our design cost. Out of the design cost we have the Gill architectural design of \$480,000 and then go onto the ballpark. The initial ballpark site analysis is \$94,000; these figures are rounded up as you can see from the breakdown. We have the new ballpark design of approximately \$2 million, our site civil design and that includes both Gill and the new ballpark, all the site and structural work that was required for Gill plus the site and civil work for the new ballpark of \$295,000. We have all of the environmental work and that was a lot of environmental work because of the condition of the site, and that's \$230,000. The construction management and testing. The testing of all of the steel, the fabrication, the shop drawings, the concrete, all the testing that goes on for both Gill and the new ballpark, about \$855,000 for a total of about \$4 million. The legal and lien costs; we have the bond, the legal fees associated with the bond, \$323,927, these have already been

paid and the land acquisition, \$1,143,915 for a total of \$1,467,842. The construction costs; we have Gill Stadium \$4.15 million and the new ballpark our GMP of \$19 million, total \$23,150,000. In summary, again, we have our bond and a \$27.5. In summary our total project costs are \$28,659,942 with a budget of \$28,660,000 and as you see under the estimated design and environmental costs, the design and environmental costs will vary based upon estimated work efforts, which means the number of shop drawings. Right now we can not know specifically how many there will be and the geotechnical efforts during construction while monitoring of the soil and testing of the soil during construction, survey requirements during construction, the utility coordination that occur during construction, those costs have been estimated and they will vary somewhat. So that's why we sort of rounded out those costs. And that is a summary of the disbursements of the bond money plus Drew Webber's \$1 million donation.

Alderman Gatsas asked Frank have you seen this breakout?

Frank Thomas, Director of Public Works, replied yes, I received a copy last Friday.

Alderman Gatsas asked does it relate to the one that you had given us last week?

Mr. Thomas answered yes. Actually I revised the one that I did last week and it jives basically. Some of the noted expenditure I don't have agreements on, I don't have any commitments on, but if you subtract that out of the equation, my numbers are in line with what Mr. Brooks has on this sheet here.

Alderman Gatsas asked can we have a copy of the one that you redid so that I have something before me? Please pass that out. What do you have? You said you have some numbers that you don't agree with that was distributed last Friday to you. What are those numbers that you disagree with? That you have on hold?

Mr. Thomas answered ballpark site analysis. I really don't have a contract on that. I haven't paid any bills on that.

Alderman Gatsas asked that is \$94,000?

Mr. Thomas answered that's correct. And as Mr. Brooks mentioned some of these figures are projections. Construction management costs, they are a projection. What I have on my sheet are copies of contracts that I have based on exact expenditures to date. I may not be aware of some additional soils work that's been done that I haven't been billed for yet which don't appear on my sheet. My sheets

include the \$850,000 worth of additional funding and construction for Gill Stadium. That doesn't appear on Mr. Brooks' sheet, but...

Alderman Gatsas interjected let me slow you down for a second because what you have for HNTB, architectual lump sum; you have a total expenditure to day of \$1,187,872. I believe Mr. Brooks is showing us Gill architectual design \$480,000.

Mr. Thomas answered that's engineering and expenses.

Alderman Gatsas stated so there's roughly a \$650,000 discrepancy between the two.

Mr. Thomas replied again, I may not have been billed for that yet. They may have copies of that. Noted on my sheet you can see what was billed to date on Gill, which was \$427,500 and I note a balance out of that \$450,000, which was identified in their lump sum fee of \$450,000, of \$22,500 that I know will come due.

Alderman Gatsas stated let's try and do this slowly. The number that you have for architectural lump sum for Gill Stadium is, let's call it a round number and say \$1.2 million.

Mr. Brooks added billed to date, not the fee. That's what's billed to date.

Alderman Gatsas asked do you want to answer Mr. Brooks or do you want Mr. Thomas to answer.

Mr. Thomas answered the lump sum price that HNTB has given the team I agree with has been contracts that I have. I also have the supplement No. 1 that HNTB has submitted for \$94,000, I have that. A lot of those bills haven't been paid, they haven't come across my desk yet, but they are in my projection to be paid. I've also taken in my projection in their lump sum they estimated between \$300,000 to \$325,000 in expenses. The expense have been running 5.9 percent, I projected those ahead on the sheet that I have prepared. So the difference is that there may be some additional engineering work that I'm not aware of. There may be some early siting work that has been paid for that I do not have contracts for. The bottom though is I agree generally with what's on his budget. What I was looking for was what we have available to spend for a new stadium. My calculation notes on my sheet approximately \$19 million. What Mr. Brooks has identified for new construction costs is \$19 million.

Alderman Guinta asked Bob, do we have a breakout of the new ballpark construction cost?

Mr. Brooks answered the breakout of the ballpark construction cost is in the contract, which was submitted to Frank last week.

Alderman DeVries stated in the projection for the new stadium, you have construction management in test. Can you tell me what the testing would be?

Mr. Brooks answered all of the concrete that goes on the site needs concrete cylinders for testing to make sure it conforms to standards. The steel that's fabricated needs to be, there's a process by which that conforms to certain testing. We actually put out a contract and hire a subcontractor to do all of the test. For example, Miller Testing Company in New Hampshire has already submitted qualifications. They expressed an interest to be the testing contractor for the new ballpark.

Alderman DeVries asked Frank, have you identified that cost within your budget as well for Miller Testing or for the testing of the concrete?

Mr. Thomas answered I have it included under construction management. Those fees that Bob is referring to would be a third party testing as required by the City of Manchester's Building Department. That work will be administered and overseen by us.

Alderman DeVries asked and have you seen the proposals for the costs to identify if they are similar?

Mr. Thomas answered no; I haven't seen those costs.

Mr. Brooks added we haven't put that RFP out yet.

Chairman Lopez asked Frank, the \$19,034,000 that you do have, that covers the \$19 million for the construction of the new stadium?

Mr. Thomas answered that's correct. I took all of the contracts that I have, all the bills that I have paid and all of the commitments that I'm aware of, identified them all and what was left was that \$19,034,000. Now, I do know that there's additional charges out there that I probably haven't included on my sheet. I know that there's additional soils work that's going on. So there are other costs. I don't have identified on my sheet the \$160,000 on bond interest that's Mr. Brooks' sheet. So that's why I'm saying they're close but they're not apples to apples.

Chairman Lopez stated for the Finance Department, understanding what Frank just said, if that goes over and they're submitting more bills beyond that, what happens?

Randy Sherman, Deputy Finance Officer, answered as soon as there's an indication that they're going to go over the budget, they are supposed to deposit that overage with the City and the City then knows that those funds will be available.

Kevin Clougherty, Finance Officer, added it has to go into an escrow account.

Mr. Thomas stated one way that I have to control that is that a lot of these are supposed to be reimbursement that I'm making, so if a bill comes in for some early engineering that's going to push the total project over, I just don't pay that early engineering fees until the team has satisfied the requirements of the agreement in the Finance Department.

Alderman Gatsas asked Frank, how much money do you have in dispute? That you haven't paid?

Mr. Thomas answered right now I have resolved all of these issues early on. I withheld money because I wasn't sure where the soils work was being done. Since those early requisitions Mr. Brooks, PB, and the team has assured me that the work was done on the upper portion of the site and has basically stated that they were stadium related expenses and that if there's any dispute in the future between the team and Downtown Visions, any money that is recovered would go back into the total budget. But I've been satisfied...again, you're probably referring to requisitions No. 3 when there were maybe five different companies that submitted requests for payments and I held back in some cases 2/3 or 1/3 or whatnot, those issues have been resolved. Now, I have to have some discussions with Mr. Brooks and the team. Again, I know that there's some early payments that were made by Mr. Webber for what I classify as preliminary engineering. They're noting it as site analysis. I'm no 100 percent sure right now that I'm going to honor those payments. There are going to be additional discussions that we have.

Alderman Gatsas asked and what is that total?

Mr. Thomas answered it is noted at \$94,000 in that what is classified as ballpark site analysis.

Chairman Lopez stated I think that the financial thing that everybody go with their agenda just put that aside and the conversation and the paperwork that has been

given us, I think everything is in order and if there is any discrepancies, I'm sure that Frank Thomas and Finance will bring that to our attentions, but otherwise they are on top of it.

Alderman O'Neil asked Mr. Chairman, will you allow other members to ask some questions. I had some construction-related questions.

Chairman Lopez replied go ahead Alderman.

Alderman O'Neil stated I think I'm clear on this Mr. Brooks, but I just want to make sure. The \$19 million to build this facility is actually a number we were backed in to. It's really what was left.

Mr. Brooks answered no; it's always been \$19 million. It's \$19 million in the original development agreement.

Alderman O'Neil stated Bob don't spin that because that's not true.

Mr. Brooks stated there is a line item...

Alderman O'Neil interjected it just so happened that that's the way it came out, but you know that's not true. You shouldn't be making that statement here this evening.

Mr. Brooks replied no, but the development agreement that I'm sure was checked by the City states various elements related to the bond and those various elements related to the bond identify a cost of construction, and that's what I'm going by, of I believe \$19,123,000.

Mr. Thomas stated hopefully I can address both issues here. Alderman O'Neil, in some respects I believe you are correct. \$19 million is all that we have left in the till to build a new stadium. In Mr. Brooks' defense, yes the preliminary budget that was in the development agreement noted \$19.1 million for new stadium construction. Again, preliminary budget...but the bottom line still comes down to what you're saying. We have \$19 million to spend. If other costs didn't go over what was budgeted early on, we would have more money to spend, and I think that's where Alderman O'Neil is coming from. So I think you're both correct.

Alderman O'Neil stated Frank, I guess and I don't know if this is for your or for Bob, but also in that first \$19.1 million there was over \$1 million in contingency. Is that correct?

Mr. Thomas answered that is correct, and if you also notice in that development agreement preliminary budget the total design fee was \$2 million. As Mr. Brooks is noting tonight it is up in the \$4 million range. When this preliminary budget was put together, it was flawed because the development agreement, if I remember correctly, was signed or approved in the June/July timeframe, already there was an agreement with HNTB for over \$2.2 million. So again, if you go over in one area in that very preliminary budget, you have to take it out of another area and unfortunately it did come out of the contingency.

Alderman O'Neil asked is there a contingency number, or dollar amount, in the new \$19 million number?

Mr. Thomas replied let me try to respond and I'll let Bob handle it. Payton Construction in identifying their various line items built contingency into almost every one of them. In addition, there is a separate contingency line item that's allocated in the new stadium. The bottom line is that, I'll let Bob voice this, but it is my understanding that Payton has committed to build a new stadium as defined in the agreement that they have with 6 to 4 to 3 for \$19 million. So if there are issues that go over the amount of contingency they have allocated, they will have to come up with it.

Alderman O'Neil asked Frank, is there is a fixed number though? That's what I'm looking for. Bob are you at liberty to share...in that \$19 million number?

Mr. Brooks answered there is a small contingency line item basically that was put in to cover the steel escalation.

Alderman O'Neil asked steel is the only thing that you carrying a contingency on?

Mr. Brooks answered as Frank indicated, within each line item, and there's probably 100, 200 line items when you take a look at it, each one of those bid items have a contingency built in.

Alderman O'Neil stated but that's got to be totally. That's got to worth some dollar figure.

Mr. Brooks replied it various per discipline.

Alderman O'Neil interjected the total project. I don't care about each discipline or each line item. What is the total contingency number for the project?

Mr. Brooks replied it isn't built in. You know that there's different methods in which to develop a contingency. Either you take your low bid and then have a

contingency at the end or else while you're taking your bids you built in your high and low and what other prices you get and you factor a contingency in that. Payton based upon their experience, chose to give us a contingency within the bid item versus a large or whatever contingency at the end.

Alderman O'Neil asked so you're not able to identify what that contingency amount is?

Mr. Brooks replied no. It varies per different bid item.

Alderman O'Neil stated just for my clarification. HNTB is still working for Mr. Webber, there's not some change in agreement. They're working for the contractor now?

Mr. Brooks answered correct.

Alderman O'Neil asked are you able to share what Payton or Harvey or any other construction company expected fees would be for the project?

Mr. Brooks stated I don't know what you mean by fees.

Alderman O'Neil stated they are being paid money to do this project. Are you able to share at all what that is?

Mr. Brooks replied I don't have that breakdown in front of me. It's within the detailed estimate of what their fee is.

Mr. Thomas stated we have entire agreement between Payton Construction and 6 to 4 to 3. Part of this total agreement is the budget breakdown. We're in the process of giving it a detailed review and commenting on it. As soon as our comments are completed and the agreement is reviewed by the City Solicitor's office, I have no problem circulating that to every member of the Board. And there is an extreme amount of detail. There is more detail on these budgets, this GMP, than I have seen in quite a while. So it is a very detailed, very thorough proposal that was put together for 6 to 4 to 3.

Chairman Lopez asked you've accepted the \$19 million to do the new stadium?

Mr. Thomas replied we've accepted the scope of work for the budget of \$19 million, we're going through the agreement, I have two pages of comments to be adjusted in the agreement, the agreement then needs to have a look by Tom Clark for legal. But again, I think we have the detail that Alderman O'Neil is looking for.

Alderman O'Neil asked Frank would that also include, I know there was quite a bit of discussion about the cost of the road, is their share of whatever that cost is in there?

Mr. Thomas answered that is correct.

Alderman O'Neil stated I have a couple of DES related questions related to the piles. Has a structural or geotechnical firm as well as DES signed off on the helical piles?

Mr. Brooks answered yes. That was submitted to the DES by Haley and Aldrich today.

Chairman Lopez I'd like to move on here.

Alderman O'Neil interjected I'd like to get answers to my questions.

Chairman Lopez stated those questions are going to be answered when Frank...

Alderman O'Neil interjected this is a technical question. You said it was submitted today?

Mr. Brooks answered Haley and Aldrich did a memorandum paper...

Alderman O'Neil asked so it's been submitted, it hasn't been approved by New Hampshire DES?

Mr. Brooks replied verbal discussion has occurred with DES on the elliptical piles asking specifically what they would like to see in the paper in order for them...

Alderman O'Neil asked okay, so they have technically signed off. The paperwork has been submitted, the process is moving forward.

Mr. Brooks replied correct and we have a meeting tomorrow morning, actually here at City Hall with DES, it's our monthly meeting. You're welcome to attend.

Alderman O'Neil stated most of my questions Mr. Chairman have to do with cost. I will wait to get that information from Mr. Thomas, which I'm sure will be very thorough and detailed and self-explanatory.

Alderman Gatsas stated I guess I'm going to follow right along suit with Alderman O'Neil. You have a \$19 million project and you can't tell me what you're contingency is on a per item basis total?

Mr. Brooks answered we have a GMP and construction items were in a contractor guarantees delivering a product at a certain price. That's what the price is they are going to deliver that product at.

Alderman Gatsas asked Mr. Thomas, you said the \$19 million is for a product that you have accepted for a guaranteed price, the changes in the product design and product outcome, how have they changed?

Mr. Thomas answered I don't have a direct comparison from old to new. Mr. Brooks can probably outline that. I know what's being proposed now for the \$19 million. That's detailed here. Again, there is more metal than originally proposed. But again, I don't have a breakdown of what was originally proposed and what we're getting now. I know what we're getting now.

Alderman Gatsas asked Frank have you taken the opportunity to go to Brockton?

Mr. Thomas answered no, I figured I'd go down on the bus with everybody else.

Alderman Gatsas asked Mr. Books I think you were before this committee quite a few weeks ago now, almost two months, and it was imperative that you pour footings and that Harvey kept the ball moving and this committee told you that you couldn't go any further or if you did it was on your nickel. Can you tell me why you didn't pour those footings?

Mr. Brooks answered you requested that we obtain a GMP and we decided to do our due diligence and take a look at additional contractors. We identified certain contractors, I had our construction division take a look at, and I mentioned this last week, contractors that had experience with ballparks, contractors that were experienced in New Hampshire, and contractors experience on the type of coordination that was needed with architects and fabricators and they came up with a couple of names, we contacted them, and Payton came forward, took a look at the site, indicated that based on their experience they felt that they could come in with a very competitive price, they had done this before, they went out to Kansas City and met with HNTB, discussed the design with HNTB, came up with some ideas on how to speed up construction, which their construction procedure is different than what had been proposed in the past, and because of that we don't need to start the piles right away. They can come up and explain it to you, I have two representatives from Payton Construction here, they basically do the field and the dugouts first. That's their first...aside from fencing the site. So having done it

before, they have an established process that is very cost effective and efficient, which is a key in meeting our April 2005 schedule.

Alderman Guinta stated is it fair to say Bob that when Harvey was working on the project the had one way of construction philosophy and when that relationship changed there was an alternative that was proposed and that was deemed by you to be more efficient or more appropriate or less time consuming in terms of the pilings? Harvey said we need to get them in right away. Payton said we don't need to do that right away. So is your position that after looking at it from a different perspective through Payton's eye, there's no need to do that immediately and that it's not going to lengthen the amount of time required for the project to be completed.

Mr. Brooks answered I believe the answer to your question is yes. Each contractor has a different process based upon how they organize their work and everybody has their own way of doing things. The way that was presented to us seemed very reasonable.

Chairman Lopez stated I think we're going to move on because we're going to visit on the 23rd. Frank is going to review all of the things with Tom and we'll get some more information on it as we go along.

Alderman Smith stated I'm going back; I always keep notes and this Exhibit B on the 11th of July was Minor League Baseball Manchester New Hampshire proposed budget. The budget for the stadium as Mr. O'Neil alluded to was \$19,129,515 and then they had a contingency of \$1,074,934 and this was signed in August 15, 2003 and that was development agreement between the City of Manchester and 6 to 4 to 3. So these figures were in there. I think what everybody is getting excited about now is there is a design change and that's why I'd like to go down to Brockton. In my estimation we probably are not going to get as good a site as this...and it is like I said, I have never received anything. Only this one picture and this is the old picture. I still haven't received any pictures or anything on the new ballpark and I would like to say that I'm a doubting Thomas, I want to get the biggest bang for the buck and it was \$19 million stadium, I'd like to have all of the particulars that were in this one as much as possible.

Mr. Jabjiniak stated Aldermen you do have a new rendering, it actually should have been in today's courier. It was delivered to all of the Aldermen, so there is a rendering and some additional drawings that was provided by HNTB and Payton Construction.

Mr. Brooks added even those get updated. Those were done over the course of a weekend.

Alderman Smith stated I would like to have some figures, itemized. Like I said, I'm in a blind right now and you're throwing out figures and I know what the bonding is and so forth. Is there so much for the roofing, is there so much for the pilings, so much...and I'd like to have it itemized so I can go over and see what the changes are.

Chairman Lopez stated I think that's what Mr. Thomas is going to be looking at.

Mr. Thomas stated again, I have those numbers that are part of the agreement and I was going to wait until the agreement addressed all of our concerns and questions and had the opportunity for our Solicitor's office to review them, but if any Aldermen wants to come down and go through the budgets with me, I'll be glad to do that. And obviously as soon as we finish our review and have the agreement revised, the agreement will be shared with everybody.

Chairman Lopez stated once we get a chance to go down there and I think we're going to see the product and then we can develop the questions and by that time Frank will be ready to do whatever he has to do to answer the questions.

Alderman Smith asked could we have those figures before we go down to Brockton Frank, so I might be able to ask the construction people? So if we're at a certain segment of the park that I know what I'm talking about.

Mr. Thomas replied I certainly don't have any problem giving them to you.

Mr. Brooks stated just one thing to add. What you're going to see in Brockton is not what you're going to get. They're not carbon copies. It's a concept. It's to show you what was built in Brockton on a fast track basis. There are many similar concepts to what you're going to see down in Brockton and Payton will be presenting to you and they can identify the differences. So it's a concept. It's not a carbon copy. What you see down there you're going to get, I don't want to say an upscale version, but down there there were only I think 12 suites. Now you're going to get 32. The quality of the suites are different based upon the requirements of Rule 58 and Major League Baseball. Brockton is an independent league. They don't have the requirements of Major League Baseball that your ballpark will get. This is a AAA ballpark and as you all know an affiliation of Montreal. So this is altogether different and the quality of the requirements that you get with a Major League Baseball versus an independent league park.

Alderman Gatsas stated I'm going down the same road that Alderman Smith was on. My understanding is that the original process that we had in place, if we do the subtraction, that the original ballpark that Harvey was going construct was

somewhere around \$20 million. \$19.1 with \$1 million worth of I don't know what you want to call it. It was about \$20.2 million from the numbers that I believe that Alderman Smith read off. If we take our original \$28.5 million that this whole project started with, if we subtract from that line item \$323,000, let's say \$324,000 for legal fees, \$1.143 [million] for land acquisition, \$4.150 for Gill Stadium, that brings us to \$22.8 [million], if I pay off the rest of the acquisition cost that you have here Frank, I'm below \$19 million. I guess what my question is, is it starts this way. The \$4.1 million for Gill Stadium, was that inclusive of design and engineering?

Mr. Thomas answered no. The \$4.15 [million] was for construction alone.

Alderman Gatsas stated so if we put that down, \$4.15 [million], and we add \$324,000 for legal, and we add \$1,143,915 for land acquisition, that's \$5,617,915. What more do we have for...can you tell me what we have for engineering just at Gill? Because obviously all of that should be in place and paid for and one, I would assume.

Mr. Thomas answered no. We still owe out of the lump sum \$450,000 for design at Gill, we still owe...

Alderman Gatsas interjected no; the design you told me was an additional amount. That was not part of the \$4.15 [million]. That was just construction. I asked that question.

Mr. Thomas answered the construction for Gill was \$4,150,000. On top of that there were design costs of \$450,000, which was part of their lump sum. We still owed \$22,500 on that plus some expenses.

Alderman Gatsas asked and how much more engineering...it was \$450,000 for the total engineering?

Mr. Thomas answered that's what was in their lump sum.

Alderman Gatsas asked and nothing else for soils...?

Mr. Thomas asked for Gill Stadium?

Alderman Gatsas replied yes.

Mr. Thomas stated there were some civil engineering work, survey, I believe that was done by Kimball/Chase.

Mr. Brooks added there was some work done by Kimball/Chase and TF Moran related to Gill.

Alderman Gatsas asked that was over the \$450,000?

Mr. Thomas answered that is correct.

Alderman Gatsas asked how much was that? Can you give me a number please?

Mr. Thomas stated it shows on my sheet under Kimball/Chase, under civil, actual \$34,190.57 and for Gill for Tom Moran is \$43,322.40.

Alderman Gatsas asked anything else Mr. Brooks.

Mr. Brooks replied no. All of those numbers Alderman are included in our summary sheet. We don't have them broken down specifically for Gill and the new ballpark. They are combined.

Alderman Gatsas asked so that total Gill was \$6,140,915? Roughly? If I subtract that out, and then start subtracting some of the other things, we're going to be well below the \$19 [million].

Mr. Thomas stated again Alderman, I'm not sure what you're subtracting. I stand by the sheet that I passed out. My sheet that I passed out identifies all of the commitments and all of the payments that have been made to date and what I say is available. Again, I included the \$850,000 in the additional Gill work and again, my bottom line is \$19.034 million.

Alderman Gatsas asked can you tell me to day how much as been paid at the new ballpark for architechuals?

Mr. Thomas answered yes I can. The new stadium on my sheet is \$694,436.03 and portion of those expenses, I have the expenses lumped together for both Gill and the new stadium, so a portion of that, we owe... In the next column down or the next group down, we owe a balance on that lump sum; we have paid Kimball/Chase some money for the new stadium as noted on my sheet, \$37,000. We've paid Tom Moran for work on the new stadium, \$55,500. We have paid GZA and Haley and Aldrich those figures that are shown on my sheet for work at the new stadium.

Alderman Gatsas asked so those numbers total roughly... So the best we can recollect, and I don't know the numbers supplemental balance down at the bottom, 94 CLD, civil balance \$200,000. What are those? Do you know?

Mr. Thomas answered yes I know what they are. HNT Supplement No. 1 is additional design fees as a result of the relocation of the stadium when the residential development had changed. CLD Civil balance, they have done some civil work to date recently over the last month or so in relation to the new roadway, utilities, etc. I have not been billed for that work, however, that's a budget estimate \$200,000 that Mr. Brooks provided me, so I include that as a future encumbrance.

Alderman Gatsas asked Mr. Sherman can you tell me where in the contract it says that the \$160,000 is applied to construction?

Mr. Sherman replied yes, Section 4.1.

Chairman Lopez stated I think we'll proceed and move on here. I think there's a lot of numbers being thrown around and Frank I think you've got a handle on it. You're saying that we have \$19,034,000, and if there's any discrepancies as we move along here I think that we can iron those things out.

Alderman Gatsas stated Mr. Chairman, I just have a problem with one thing. We're changing the concept of where we're going on the design/build and what that design is going to look like. This is a ballpark for the City of Manchester for the next 20 years.

Chairman Lopez stated and I agree with you wholeheartedly but...

Alderman Gatsas interjected and the taxpayers are paying for better than 50 percent of it.

Chairman Lopez added and I agree with you 100 percent.

Alderman Gatsas stated so if we are going to get into a problem five years from now because of the quality that we've put in, don't have to worry about that, I've got some true concerns about it.

Chairman Lopez stated I think the agreement is what we got ourselves into, is what it is. Now we can't have something that we haven't authorized in the agreement. We authorized them to build us a ballpark, a quality ballpark, we're going to go down, and we're going to analyze it, we're going to analyze what Frank is going to present to us, if we don't like something, we're going to say something about it. But again, the contract is what it is. We have a lot of ideas as to what we would think we would like to do at this stage of the game, and by saying what we want, the Taj Mahal, is not what we're going to get. We're going

to get a functional baseball stadium by a reputable construction company. Now if the color is not green and you want red, that's a different situation. If we want brick and that's not in there, that's a different situation. Those are things that we have to look at and we can take and maybe give some of our input into Frank Thomas and Mr. Brooks and see where we're going with it and maybe compromise something after we know what something is. So I those are very good questions on the construction, very good questions on the finances, our representative has said he's got \$19 million to build the stadium, and I'd really like to move on. The next subject before we go into non-public session for an item... There's been some questions, Steve Tellier is here. There's been some questions in reference to the equalized value and the market value on things and he has presented the committee with the necessary documents. Are there any questions on it or Steve, would you like to go over for the record as to what you presented to us?

Steve Tellier, Board of Assessors, stated yes, Alderman. The document came out April 8th for the Riverfront Committee. It was subsequently released to the full Board of Mayor and Aldermen the next business day. What was presented before you was an adjustment to provide for the increase in market values. In brief, the ratio that's been used for this type of analysis is a moving target. In as much as it just represents the increase in market value, so if we're going to use the ratio as a moving target, subsequently what must be done is time trend the initial projection of value, which is what was done here. At this point I'd entertain any questions that anyone may have.

Alderman Roy stated Steve, just so we're on the same page and I know the answer to this. But should the City do a reevaluation what impact would that have on the total assessed value?

Mr. Tellier answered as you can see under the fourth column on the document that I'm referring to, that was time adjusting using the initial projections that we had. And I might add that those initial projections were conservative. A couple of points I might add, is that from our initial understanding, the garden style condo units were projected to be approximately 1,500 square feet. They are now proposing them to be approximately 1,800 square feet; no adjustment has been made for that. Additionally, no adjustment was made for the premium units or the value of a premium that would be placed on the purchase price for the top tier garden style condo units. We're quite certain and I'm sure everyone here would be relatively assured they be going for a lot more than \$241,200. So neither of those adjustments were taken into consideration. These are conservatives estimates in keeping with past practice that we've done.

Alderman Roy stated I greatly appreciate you coming out with conservative efforts and conservative numbers. Now that the final approval or the approval at Planning has been given to the residential development, how long would it take you to update us with actual numbers?

Mr. Tellier answered we're still waiting for a set of final plans. We wanted to see plans for some time, however, as you've read in the paper, everything has stopped currently until the arbitration process goes through. We still do not have an actual set of plans to base future projections on, so until we have something in hand, we're rather reluctant to make any further adjustments to our present projections.

Alderman Roy stated for the Planning Director. The plan that was approved by the Planning Board, does your department have a copy of that that could be provided to the Assessors?

Robert MacKenzie, Planning Director, answered yes we do. It does not have interior floor plans though. That's a site plan. We have some elevations, but I think Assessor Tellier is looking for more detailed floor plans to evaluate the unit.

Alderman Roy responded okay, we'll be patiently waiting.

Alderman Guinta stated let me give you a hypothetical. If you determine after reviewing the final set of plans, your determination is that we do not meet the \$40 million and you or whoever would be the appropriate person to answer what happens or what we need to do. Walk me through the steps at that point.

Mr. Tellier answered should they not meet our current expectations, we would raise that alarm, and very quickly.

Chairman Lopez asked Randy, could you explain that please.

Mr. Sherman stated the \$40 million is needed to generate sufficient tax revenues to pay a portion of the debt service. If the \$40 million is required and we are not at that \$40 million, again, that's why we have those letters of credit in place. We would not draw down the letters of credit in any excess of what we would need to cover the debt service, except for the portion over and above the property taxes that we're collecting.

Alderman Guinta asked in order to make sure that we have the best information possible, do we need to expedite the process by which we determine what figure we're going to sell that land at? Should we have that information sooner rather than later then, to make sure that we're at the \$40 [million], and if we're at the \$40 [million] to properly prepare?

Mr. Sherman answered yes. The quicker you can move along the land sale, the better off I think all parties are.

Alderman Gatsas stated Mr. MacKenzie, you saw the subdivision plan?

Mr. MacKenzie answered yes I did.

Alderman Gatsas asked can you tell me the size of the commercial piece of real estate that is looking to have 18,000 square feet put on it? Can you tell me what that square footage is?

Mr. MacKenzie replied I don't have the plan in front of me, but it's actually less than 18,000 [square feet]. The site itself is less than 18,000 square feet.

Alderman Gatsas asked if I told you it was 11,000 square feet, and you were talking about a 2-story building with 9,000 square foot footprint, could you put a 9,000 square foot footprint on an 11,000 square foot lot with ample parking and setbacks?

Mr. MacKenzie answered you could put a building on that of that size, but there would be no parking.

Alderman Gatsas stated a 9,000 square foot building would be roughly what size footprint?

Mr. MacKenzie answered in terms of length and width?

Alderman Gatsas answered yes.

Mr. MacKenzie answered it would be roughly 30 X 30. I can calculate that fairly quickly.

Chairman Lopez stated we will come back to Mr. MacKenzie.

Alderman Porter stated I just have a couple of questions. Steve when you use the projected tax rate \$27.20, .0272 is \$27.20 reflected per \$1,000 as a tax rate, I kind of like your number. It's only three percent above last year. The Mayor came out with an eight percent increase. I would like to have an idea how you arrived at \$27.20 in view of the fact that the Mayor has already presented his \$28.51? The other comment and we could pick apart every mathematical equation here, and I don't think that would be productive, I think the City Solicitor has ruled that the target has been met by prior certifications and I don't have any problem with that.

The one thing I would like to say, given that we will be into negotiations at some point on the land, if the City's own appraisers, the Assessors, are saying that the value of that project overnight went up \$6.5 million, certainly a lot of that should be attributed to the value of the land and that being the case, I think it should serve us well when we negotiate with the developer on the purchase of this. So that if something goes up in value simply as a function of time, I think we should certainly take a look at distributing a portion of that value to the land. But back to the \$27.20, Steve, do you know something that we don't?

Mr. Tellier replied well I do know I've heard nothing but comments from the Aldermen that they're going to shave that eight percent. How drastically is going to be left up to the Board. Previous year was about three percent, last year's increase by the time we set the rate. We used three percent as a number; again, it's an estimate at best, as far as what a future tax rate is going to be. On the other hand though, we conservative increases on time trending on the opinions and value that we used. We used 12 percent; on the condos we've already demonstrated that the increases were more like 19 percent, and we only used five percent on the non-residential and that again, was shaved in half on what was demonstrated in the market. So we're making every effort to be conservative in every facet.

Alderman Porter stated okay, I just wanted to find out how you arrived at the \$27.20. Perhaps you can help the Aldermen in our deliberations when we try to get that down. I like the fact that you also disagree with the Mayor's number.

Mr. MacKenzie stated I have that information now. It's a somewhat irregularly shaped lot, but you can roughly say it is going to be 70 feet wide by 130 feet long. It would give you a 9,000 square foot footprint and it would have to be a two story to make the 18,000 square foot number.

Alderman Gatsas stated if memory serves me correct, Mr. MacKenzie, the lot is 80 feet wide.

Mr. MacKenzie replied again, the shape varies. It is somewhat more of a pie shaped lot than a perfectly rectangular lot.

Alderman Gatsas asked what are the setbacks in that zone for commercial?

Mr. MacKenzie answered it is zoned Central Business District. So there are no setbacks.

Alderman Gatsas asked and what is the parking requirements?

Mr. MacKenzie answered there are no parking requirements in the CBD.

Alderman Gatsas stated so we're going to put up an 18,000 square foot retail site with no parking.

Chairman Lopez stated that's what it is Alderman. There is no parking requirement. We have them all over the City.

Alderman Guinta stated I have two questions. One is following Alderman Gatsas question. Is there going to be parking or is there not going to be parking? Let's just clarify that.

Mr. MacKenzie replied again, it depends on what they would build on this particular lot. If they build a smaller footprint, they could get some parking on the site. There is no, to my knowledge on this entire site, there is no public parking. The hotel will have some parking, the stadium will have their own parking and the housing will have parking as required for them. But on this site, there is no public parking.

Alderman Guinta asked how much retail is there right now? There's zero, right?

Mr. MacKenzie answered there is zero right now. They are proposing up to 18,000 square feet.

Alderman Guinta asked and that's located northwesterly of the stadium? Is there going to be parking there in that area?

Mr. MacKenzie answered no. There's going to be a turnaround people, primarily for drop off for the stadium entrance and for this facility.

Alderman Guinta asked so is the idea that people going into that retail section will be walking to the stadium? It is going to be foot traffic essentially.

Mr. MacKenzie stated they would have to gear a majority of their income to the stadium crowd, yes.

Chairman Lopez stated Aldermen, it is 18,000 square feet of retail space. There's no parking and the people going there...it could be a restaurant...I don't know what it's going to be; no plans have developed, nothing has been submitted.

Alderman Gatsas stated there's an evaluation that the Assessors gave us for \$3.7 million...

Chairman Lopez interjected \$3.7 million and the market value is \$3.93 [million] dated April 1, 2004.

Alderman Gatsas stated well somebody needs to explain to me how anybody is going to pay rent in a place that it is 40 days, or whatever the season is, 70 days? Do we just at that point figure that the retail space is going to close down, go away, wait for next spring? I guess I'm a little confused. I understand, Mr. Chairman, your point is well taken. There is a variety of buildings downtown on Elm Street that have no parking. But the proximity to parking is not where this is. There is none here. There's no proximity to parking.

Chairman Lopez stated I agree with it.

Alderman Gatsas interjected then we should be honest about the proposal and take the retail out.

Chairman Lopez replied well that's a possibility. That hasn't been suggested yet. There's no plans that have come before us or the Planning Board as to what they want to do there or Bill, who is in charge of the project to work it out. When they have 18,000 square feet, they're either going build two stories, build 18,000 square feet whether it's a restaurant or Taj Mahal, I don't know. They might even come back to this committee and say we're not going to build 18,000 square feet and we're going to do something else and get our permission.

Alderman Gatsas stated it is 10 percent of the equalized evaluation.

Chairman Lopez stated I realize that. The Assessors have adjusted it on the basis of the information they received. Now, if the developers decide that they want to do away with the 18,000 square feet, they have to come back and get that adjusted with this committee. Bill has any documentation been submitted to you in changing the 18,000 square feet requirement?

Mr. Jabjiniak answered no there has not.

Chairman Lopez stated let us not create the problem until the problem is given to us. Once we get the problem, then we'll know what to do with it. We can speculate all we want.

Alderman Guinta stated why don't we issue a letter to the developer of that site and just ask them in writing if they have a particular parking plan, and if they don't, just to satisfy the Board, at least from their perspective how they envision some of the concerns that are being discussed here.

Mr. Jabjiniak stated I think we'd be glad to write a letter to that effect, but we have not seen the specific site plan dealing with exactly what they're looking to do. But the point is taken. It is a hard site to use. We can certainly inquire what they're plans are.

Alderman Guinta stated they must have thought about this, I guess is my point, at some point during the process. I don't know if they're going to contract with Langer or somebody in that area to utilize parking. But maybe if this Board could get some direction from the developer as to what their thought process is. I think that would help clarify some of our concerns.

Alderman Roy stated I do agree with the other Aldermen's concern over a \$3.9 value, but that does break down, if they are able to accomplish the 18,000 square feet to a \$218.00 per square foot build cost. But I would like to switch back to the equalized value analysis and ask either Kevin or Randy, whoever would like to answer this question. When the development agreement was put together, would it have been more prudent to put a \$1 million or \$1.1 million net tax revenue number on the development agreement, versus a \$40 million assessed value now that we're looking backwards? Which number should we be focusing on?

Mr. Sherman answered the reason that we used an assessed value rather than a tax revenue number is when you have the assessed value as your tax rate increases your revenues increase. So your revenues will far exceed the actual debt service requirement. So it was built and designed that way so as you go in the out years there's actually a larger benefit to the City. If we had kept it at a flat amount, then you would have not necessarily had any excess property taxes coming from the development.

Mr. Clougherty stated it is an incentive for them to do the development.

Alderman DeVries stated I think we've been down this road before, but Randy, should we not have the \$40 million of assessed valuation in place when we need to draw on those bonds for the construction of the baseball project, explain once again the letters of credit that are in place and how we will draw on those letters of credit.

Mr. Sherman answered in essence what we will do is we're going to look at the debt service that needs to be covered by the property taxes, we'll then look at the property taxes generated from the development and if we are short, that will come from the letters of credit.

Alderman DeVries stated and in fact we're protected at that level and we're also further protected with the letters of credit that there's an independent default

mechanism that if they are not renewed as stated within the master lease and the evergreen clause as stipulated, as Tom Clark and I discussed on the way into the hall today, that will trigger an event of default and that's triggered 45 days prior to the expiration.

Mr. Sherman stated if we've received notice that they will not renewed and they can't show that they've got a letter of credit in another institution, we will cash them in at point.

Alderman DeVries stated exactly. So they have to show us proof that they have renewed the letters of credit for another year, if not, we will draw down the entire letter of credit. Not just the portion that we anticipate would do, but it would be drawn 100 percent.

Mr. Sherman replied correct.

Alderman Porter stated I wasn't going to get into this, but I would just like to ask a couple of things. Mr. Chinburg is an experienced, knowledgeable developer and I believe that unless I were to hear otherwise from him, that he placed the market value, the selling prices basically, on those condominiums no in 2002 or 2003, when they would come on line. Now when it comes on line is when you're going to have to apply the ratio and next year's ratio could be 60 and probably under and if you were to apply the ratio to those same market values, you're going to fall way below the \$40 [million]. That's another issue. I spoke and Alderman Roy and I and we discussed this...I believe too that a dollar value would have been one way to go, I think unfortunately, and I'm not going to blame anybody, but I think the Assessors were brought into this process way too late. Because these are things that could have, would have, and should have been addressed a year and a half ago. And I'm not here to beat a dead horse, play ball Thursday night with the weather willing, but I think part of the problem is that when this was done there was no thought as far as what happens to the values of the property when you multiply a ratio going out in the future, unless you have a revaluation. Whether it is 2005 or 2006 or 2007 that revaluation obviously will then bring the assessed value up to \$40 million without a question. However, you don't pay the bond with assessment, you pay it with tax dollars and I think even if you look at the projection that the Assessors made as to the tax generated, even though you've increased the overall value of the project, taxes aren't any greater. So I think that the main thing is those bonds are going to be paid out of dollars not assessments. And the other thing is how long are those letters of credit good for? Are they good for three years or forever?

Mr. Sherman answered one year letters of credit that are renewed annually. They do have an evergreen clause that they will be renewed annually.

Alderman Porter asked for how long Randy? Is there any time limit?

Mr. Sherman answered until they get to 60 percent of their construction and the theory there Alderman, was that once the hotel hits 60 percent, you've got the assumption that it is going to be completed. Now we've had discussions with Mr. Chinburg on his and we said 60 percent is 60 percent of each component of your development. So don't tell me that you've got 60 percent of your townhouses and 60 percent of one tower, that doesn't cut it. You've got to have 60 percent of both towers in order to make that letter of credit... Now again, if they get to an assessed valuation of the \$40 million, the letters of credit at that point you're not going to be calling on them anyway.

Alderman Porter stated I agree, but even based on 60 percent, if you multiply that times the overall, let's assume its roughly \$40 million, you're talking \$24 million of assessed value. That isn't even going to come close to generating enough tax dollars to pay the bond. But that's another issue, and I do agree we can't fight all of the future problems today because I'm sure there will be others. They seem to be cropping up as time goes on, which is not unusual. I have had experience over my years in dealing with developers in the Assessor's office and it is not unusual to have changes. It is not unusual to have bumps in the road where you have to overcome, and I think we've seen a fair share of bumps and there probably are more to come. And I think my purpose is because of we pay the bond with dollars not assessment I think that in order to protect the taxpayers we've got to make darn sure that we have enough money in the till to pay for those bonds when they become due, and also the letters of credit. If he has 60 percent construction and then the letters of credit won't kick in, the taxpayers are going to have to kick in because it will not generate enough money to pay the bond.

Alderman Gatsas asked if he bills 60 percent out, his letters of credit, he can take back?

Mr. Sherman answered yes; they burn off as the assessed value comes on.

Alderman Gatsas stated but my feeling of assessed value would be upon a sale because they can bill at 60 percent, not sell a unit and we could end up with Caris Brook all over again.

Mr. Sherman stated the concept was, and you've got to keep in mind that the development has changed from what it was originally envisioned to be and that's why we've worked with Eric [Chinburg] to deal with the fact that it's not 60 percent of his entire development, it's 60 percent of each component of his development. And again, if it gets to 60 percent of a tower you have to believe

that the tower is going to be completed and that was the idea that we were going on at that point. Specifically again, when we were dealing with the retail component and we were dealing with the hotel, once they get to 60 percent, which I think we've kind of all agreed probably when they get the roof on, the idea that that's not going to be completed isn't a very good chance of that not happening.

Alderman Gatsas stated with all due respect, I believe what happened at Caris Brook they were well beyond 60 percent and they didn't have any sales nor rentals and it never got completed and stayed vacant for three years. So my concern is as they get to a 60 percent completion, because they have got to build it out as they go, and they have no buyers and all of a sudden they pull \$1.6 million out of a line of credit because they're at 60 [percent], they file bankruptcy the next day...

Mr. Sherman added and if you fall under the \$40 million, you've got a default and you take the land back. Now understand...

Alderman Gatsas stated the City's going now be a builder.

Mr. Sherman stated no.

Chairman Lopez added we'll sell it again.

Mr. Sherman replied no. Somebody else will be. That was the deal. If they have that default and don't hit that \$40 million, they lose the land. Now I realize that once you go to a purchase and sale we're going to have to work those conditions into the purchase and sales agreement, because you're going from a lease to a purchase and sale. But you're still going to have those conditions that they meet the \$40 million.

Chairman Lopez stated I want to move on here. One question for Mr. Brooks...

Alderman O'Neil interjected I have a question that's in line with what's going on here. It's interesting sitting here not as a member of the committee that we don't have a shovel in the ground and we're spending all of this time talking about calling the letters of credit. The only thing I see will end up happening is that the developers will sue the City, the City will sue the developers, the baseball team will sue both, and etc., etc. No one wins. Could Tom or someone just review, very quickly, the arbitration process and mainly time that could be involved.

Tom Clark, City Solicitor, stated Alderman, very basically within 15 days of receipt of the name of their arbitrator and their purchase price offer, we have to name our own arbitrator. After that the two arbitrators get together, decide how they want to handle the process, whether they're going to have hearings,

investigations, whatever they're going to do. They have to come back with a determination within 30 days. If they do not come to a determination and can't agree on a purchase price, they then select a third arbitrator, who has 30 days to come back with a price.

Alderman O'Neil asked Tom from start to finish, and I know start has already happened, this thing could be out 90 days easily?

Mr. Clark answered 75 to 90 days.

Alderman O'Neil stated I guess my question for you Mr. Chairman, could in order to speed this process up, because I think it's in the City's best interest to get this deal done, could the committee authorize the staff, and I know MDC has been asked to help out, to see if they can sit down and negotiate to kind of speed...keep the legal process of arbitration going forward but there's a possibility of staff sitting down and negotiating, they could in a couple of meetings they might be able to reach an agreement on this. Can that be done legally and if it can, should the committee give staff the authorization to do that?

Mr. Clark answered there's nothing in the agreement that would prohibit the committee authorizing staff from negotiating or to have anybody else negotiate. It does say that you have to follow the arbitration process and that can be done at the same time.

Alderman O'Neil stated that would be my suggestion Mr. Chairman, is that the committee considers that. It may help speed up the process and I am a little bit concerned that there's a lot of talk about others will come in. I don't know if that's necessarily true, this hasn't been a smooth process from the City side, and we need to keep in mind that we have a contaminated site, which people are not generally knocking over doors or in this case fences to develop on contaminated sites. So I would strongly suggest that the committee authorize staff and MDC through the Mayor I guess has offered to help out, sit down and allow them to try to sit down with the developers and negotiate to get this thing done. That's only a suggestion, I'm not a voting member of the committee.

Chairman Lopez responded thank you very much but I would like to on behalf of the committee and the staff, I think that we have done everything possible from day one to work with what was given us and signed and approved by the Board of Mayor and Aldermen, which you also sit and signed and approved the document. So, therefore, from day one I want to assure everybody working with staff and this committee we have done everything possible and bent over backwards with everybody. And let me tell you, the committee will decide when we get into non-public session as to the direction we're going to go. But I don't want anyone to

think that we have not done anything. I know hours and hours of work have been put into this and thousands of dollars on the staff side is gone to get this project done. I resent anybody saying that the City didn't do anything. Mr. Brooks I have on question, maybe you can make it short, maybe we can get out of here at some reasonable hour tonight. The issue of the soccer field, the issue that we want to move to Derryfield. When do you think we're going to resolve that so that we can clear that particular item up?

Mr. Brooks answered by the next meeting, which I believe is scheduled for May 3rd.

Alderman Gatsas stated let me just tell you that what I have before me here is something that you may interested in getting Mr. Brooks because it talks about a plan that was dated October 25, 2002 that was drawn by Kimball and Chase and HTNB for a total that was going to happen at Derryfield Park of \$755,000. That was done, it is here, I'm sure that the Parks & Rec will even give you a map and a drawing of what was proposed because that's how long we've been talking about this issue and the amount of money we've been talking about.

Mr. Brooks asked Alderman would you authorize Parks to give us a copy please?

Alderman Gatsas stated I'm sure that's public information.

Chairman Lopez stated Bill get that information to Mr. Brooks. We've given him all kinds of stuff and whatever the Alderman has here. Please see that he gets it so we can resolve this issue.

On a roll call vote Aldermen Lopez, Gatsas, Guinta, DeVries and Smith voted yea to move into non-public session per RSA 91-A:3 II (b) to discuss sale of real property.

Chairman Lopez called the meeting back to order.

On motion of Alderman DeVries, duly seconded by Alderman Guinta, it was voted to adjourn.

A True Record. Attest.

Clerk of Committee